Ordinance No. 123454

Council Bill No. 117033

AN ORDINANCE concerning indigent public defense services; amending Ordinance 122602 to delete a minimum requirement of 1.0 FTE attorney for the third public defense agency representing indigent persons in Seattle Municipal Court.

CF No. _____

Date Introduced: Nov. 1, 2010	
Date 1st Referred: Nov. 1, 2010	To: (committee) Budget
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 11.22.10	Full Council Vote: 9-0
Date Presented to Mayor: 11.23.10	Date Approved: Dec. 2, 2010
Date Returned to City Clerk: Dec. 2, 2010	Date Published: T.O. ✓ F.T. ✓
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Godden
Councilmember

Committee Action:

11.12.10 pass as amended (cue) 9-0

11.22.10 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Dept. Review | OMP Review | City Clerk Review | Electronic Copy Loaded | Indexed

ORDINANCE 123454

AN ORDINANCE concerning indigent public defense services; amending Ordinance 122602 to delete a minimum requirement of 1.0 FTE attorney for the third public defense agency representing indigent persons in Seattle Municipal Court.

WHEREAS, it is a constitutional requirement, a requirement of Chapter 10.101 RCW and a public purpose that each person charged with a crime punishable by incarceration or involved in certain other proceedings that may result in loss of liberty or loss of fundamental rights, be provided with effective legal representation in order to ensure equal justice under law without regard to ability to pay; and

WHEREAS, effective legal representation should be provided consistent with the constitutional requirements of fairness, equal protection, and due process in all cases where the right to counsel attaches; and

WHEREAS, it is the intention of The City of Seattle (City), consistent with Chapter 10.101 RCW and other applicable law, to make such services available in an efficient manner that provides effective representation at reasonable cost to the City; and

WHEREAS, the provision of indigent public defense services by nonprofit service providers helps ensure a client focus by those entrusted with representing indigent persons; and

WHEREAS, the City Council and Mayor desire Seattle's public defense program to be representative of the community it serves; and

WHEREAS, the City is guided by the standards referenced in Chapter 10.101 RCW and the American Bar Association's Ten Principles of a Public Defense Delivery System (2002); and

WHEREAS, the Seattle City Council adopted Resolution 27696 on September 28, 1987, adopting a framework and schedule for implementing recommendations contained in the 1987 Public Defender Salary and Caseload Review conducted by City Council staff, which report led to a 1989 City Council Budget Intent Statement establishing a 380 case per-attorney, per-year limit, and conditions leading to those recommendation have not materially changed; and

WHEREAS, the City Council adopted Ordinance 122602 on December 17, 2007, establishing a process for selecting indigent public defense providers; creating a Request for Proposal (RFP) review panel; setting out standards for those indigent public defense services;

establishing contractual requirements for agreements between the City and public defense service providers; requesting that the Seattle City Auditor audit compliance; and repealing Ordinance 122493 and Ordinance 121501; and

WHEREAS, the Executive has complied with the directives established in Ordinance 122602; and

WHEREAS, pursuant to Ordinance 122724 the Director of Executive Administration executed three-year contract with three nonprofit corporations, the Associated Counsel for the Accused (ACA), and the Defender Association (TDA), and Northwest Defender Association (NDA), to provide indigent public defense services for the period of July 1, 2008 through June 30, 2011; and

WHEREAS, the City Budget Office (CBO) has managed and annually audited the three public defense contracts, insuring agency contract compliance and the efficient use of City resources; and

WHEREAS, the CBO review of agency caseload has shown the third agency, NDA, to be significantly under the caseload limit of 380 assigned cases per attorney, per year limit;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 9(a) of Ordinance 122602 is amended to eliminate the requirement that the contract with the third public defense provider requires a minimum of one full-time equivalent attorney assigned to Seattle Municipal Court, as follows:

a. The contract with the primary provider shall require that a minimum of fifteen full-time equivalent attorneys be assigned to Seattle Municipal Court. The contract with the secondary provider shall require that a minimum of seven full-time equivalent attorneys be assigned to Seattle Municipal Court. ((~~The contract with the third provider shall~~

~~require that a minimum of one full-time equivalent attorney be assigned to Seattle Municipal Court~~.))

Section 2. This ordinance shall take effect and be in force 30 days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 22 day of November, 2010, and signed by me in open session in authentication of its passage this 22 day of November, 2010.

President _____ of the City Council

Approved by me this 2ND day of December, 2010.

Michael McGinn, Mayor

Filed by me this 2nd day of December, 2010.

City Clerk

(Seal)

City of Seattle
Office of the Mayor

September 27, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am transmitting the attached proposed Council Bill for consideration with the 2011 Proposed Budget. This legislation amends Ordinance 122602, removing the minimum requirement of 1.0 FTE for the third public defense agency representing indigent persons in Seattle Municipal Court.

In December 2007, the City Council passed Ordinance 122602 which in part established a process for selecting public defense agencies, service standards, and contract requirements. One requirement of the contract was that the third agency provides a minimum of 1.0 FTE attorney. The third agency handles cases where the first and second agencies have a conflict of interest. Additionally, they assign cases in which they have a conflict to private attorneys.

The City Budget Office (CBO) has managed and annually audited the three public defense contracts, insuring agency contract compliance and the efficient use of City resources. CBO's review of agency caseload has shown the third agency to be under the caseload limit of 380 cases per year. This reduction in attorney staffing to 0.5 FTE will not compromise the responsibilities of the contract or the effectiveness of the representation. It will, however, provide the City with General Fund savings of $47,000 - $94,000 in 2011. The Director of Finance and Administrative Services is authorized to implement the proposed change, consistent with the authority of this Ordinance, by amendment under the third public defender contract.

Thank you for your consideration of this legislation. Should you have questions, please contact Linda Taylor-Manning at 684-8376.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

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Form revised April 10, 2010

2011-2012 BUDGET LEGISLATION FISCAL NOTE

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Criminal Justice Contracted Services (CJCS)	Linda Taylor-Manning/ 684-8376	Catherine Cornwall/ 684-8725

Legislation Title: AN ORDINANCE concerning indigent public defense services; amending Ordinance 122602 to delete a minimum requirement of 1.0 FTE attorney for the third public defense agency representing indigent persons in Seattle Municipal Court.

Summary of the Legislation: Reducing the public defense contract with the third agency will provide the City with General Fund savings, without compromising the responsibilities of their contract or the effectiveness of their representation.

Background: Legislation is required to make this change due to Ordinance 122602 which specifies the third defender agency is required to have a minimum of one full-time equivalent attorney.

__X_ This legislation has financial implications. *Please complete all relevant sections that follow.*

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2011 Proposed	2012 Proposed
General Fund	Criminal Justice Contracted Svs	VJ500 Indigent Defense Services	($47,000-$94,000)	($47,000-$94,000)
TOTAL			($47,000-$94,000)	($47,000-$94,000)

Appropriations Notes: A range is shown in the appropriation since the current contract ends on June 30, 2011. It is anticipated that this staffing will continue in the new contracts which would be effective July 1, 2011.

Anticipated Total Revenue from Entire Program, Including Changes Resulting From This Legislation:

Fund Name and Number	Revenue Source	Total 2011 Revenue	Total 2011 and 2012 Anticipated Revenue from Entire Program
		$0	$0
TOTAL		$0	$0

What is the financial cost of not implementing this legislation? The City General Fund would not realize a savings.

Does this legislation affect any departments besides the originating department? No.

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What are the possible alternatives to the legislation that could achieve the same or similar objectives? Not Applicable.

Is the legislation subject to public hearing requirements? No.

Other Issues: Not Applicable.

Please list attachments to the fiscal note below:

Attachment A: Northwest Defenders Association 2008 – 2011 Contract for Services

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City of Seattle

Public Defense Services
Third Defender
Northwest Defenders Association

2008 – 2011 Contract for Services

July 1, 2008
Version 8.0

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CJCS CITY CLERK

2008 - 2011 CONTRACT FOR

CITY OF SEATTLE PUBLIC DEFENSE SERVICES – THIRD DEFENDER

WHEREAS, the City desires to have legal services performed for indigent persons legally entitled to appointed representation in the City of Seattle; and

WHEREAS, this Contract is made and entered into by and between The City of Seattle (the "City"), a Washington municipal corporation and Northwest Defenders Association (the "Agency"), and independent contractor incorporated under the Washington Nonprofit Corporation Code and organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and as authorized by Ordinance No. 122602; and,

WHEREAS, the City and the Agency agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services to indigent persons charged with crimes in Seattle Municipal Court (the "Court").

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties CONTRACT AND AGREE as follows:

Section 1: DEFINITIONS

A. Case Assignment: A case assignment is that particular case assigned by the City or the Court to the Agency.

   1. Provisional case assignment will include all cases initially referred to the Agency and may include cases subsequently assigned to other agencies, conflict cases, duplicate assignments, or cases where the defendant sought private counsel.
   2. Final case assignment will not include conflict cases where attorney work is 2 hours or less; duplicate case assignment; or, cases where defendant sought private counsel and the attorney work is 2 hours or less.
   3. A case which was closed and submitted to the Contract Administrator for full payment because the court had issued a bench warrant for the client and had struck all further court dates shall not be considered a new case when that warrant is quashed or served and new hearing dates are set within 12 months of the case closure.
   4. In the event that one probationary hearing handles probationary matters related to more than one case, the Agency will count the work as one case and be awarded one probationary credit.

B. Case Credit: Case credit is a unit of work. Credit per case is awarded as follows.

   1. One case is equivalent to one case credit

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2. One review, revocation, resentencing or other hearing is equivalent to 0.60 of a case credit

3. One misdemeanor appeal is equivalent to four case credits; an appeal that is subsequently withdrawn is equivalent to two (2) credits.

4. One misdemeanor writ is equivalent to three case credits; a writ that is subsequently withdrawn is equivalent to two (2) credits.

C. Caseload Limits: The maximum number of Final Case Assignments, as defined in Section 1 (A) (2) of this contract, which may be assigned to an individual agency attorney during any calendar year.

D. City: City is the City of Seattle.

E. Client: An indigent person who has been assigned to the Agency by the City or the Court.

F. Completed Case: A completed case involves all necessary legal action from arraignment through disposition or the necessary withdrawal of counsel after the substantial delivery of legal services. This includes the filing of a notice of appeal upon the client's request, application to proceed in forma pauperis on appeal, and a motion for appointment of appellate counsel. It shall not include a misdemeanor probation review unless such review is set at sentencing and occurs within forty-five (45) days of disposition. Additionally, it shall not include any hearing ordered at the conclusion of a deferred sentence, dispositional continuance, or deferred prosecution unless such hearing occurs within forty-five (45) days of sentencing.

1. A restitution hearing ordered at the time of original disposition, whether it is held within forty-five (45) days or subsequently, shall be included as part of the case credit as defined by this disposition description.

G. Contract Administrator: Contract Administrator is the City of Seattle Public Defense Contract Administrator in the Office of Policy and Management.

H. Court: Court is the Municipal Court of Seattle

I. CPI-W: CPI-W is the Consumer Price Index for Urban Wage Earners and Clerical Workers, an index of prices of goods and services typically purchased by urban wage earners and clerical workers.

J. Criminal Case: A case is any one charge or series of related charges filed against one defendant/respondent set for one court hearing that will ultimately lead to one disposition.

1. If a related series of charges, defined herein as a single case, is subsequently set for separate disposition hearings or trials, the Agency may request additional credit for each case which is severed from the consolidated case.

2. If additional charges are filed against a defendant/respondent while the initial assignment remains pending, the additional charges shall be counted as a new case credit only if the charges arise out of a separate incident.

K. Criminal Case Disposition: Case disposition shall mean the dismissal of charges, the entering of an order of deferred prosecution, an order or result requiring a new trial,

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imposition of sentence or deferral of same, or an order entering a dispositional continuance.

L. Discovery: Discovery consists of those reports, letters, memorandums, after-action reports, incidents reports, witness statements, officers' statements, expert witness reports which the City Prosecutor is obligated to provide on a continuing basis under the City or State code and pursuant to the State and Federal Constitutional requirements.

M. Legal Service: Legal service is legal representation provided by an individual licensed attorney and associated paraprofessional staff to an individual client, pursuant to a case assignment or court appointment. The attorney will be required by the Agency to satisfy the Code of Professional Responsibility, the law of the State of Washington and the United States in the full discharge of the duties to each individual client under this Contract.

N. Indigent Defendant: An indigent defendant is a person determined indigent by the Court or City as being eligible for a court-appointed attorney, pursuant to RCW 10.101.

O. Mayor: Mayor is the Mayor of Seattle or designee.

P. Misdemeanor Practice Area:

1. Misdemeanor Case: Any criminal case filed by the Seattle City Attorney in Seattle Municipal Court whether a misdemeanor or a gross misdemeanor.

2. Misdemeanor Appeal: A misdemeanor appeal involves filing the notice of appeal, if necessary, perfecting the record following the filing of the notice of appeal, preparation of the transcript pursuant to Rule 6.3a RALJ, preparing such briefs and memoranda as are required, arguing the case in Superior Court, and handling such paperwork as the Superior Court's decision and orders direct.

3. Misdemeanor Writ: A writ involves filing notice, perfecting the record, preparing such briefs and memoranda as required, arguing the case in Superior Court and handling such paperwork as the Superior Court's decision and orders direct.

Q. Paraprofessional Staff: Investigators, social workers and paralegals performing services under Agency supervision.

R. Primary Defender: The Primary Defender is the Associated Counsel for the Accused – a private non-profit corporation incorporated under the Articles of Incorporation pursuant to the provisions of the Washington Non-Profit Corporation Act (Chapter 24.03 RCW).

S. Secondary Defender: The Secondary Defender is The Defender Association – a private non-profit corporation incorporated under the Articles of Incorporation pursuant to the provisions of the Washington Non-Profit Corporation Act (Chapter 24.03 RCW).

T. Third Defender: The Third Defender and the Agency under this Contract is Northwest Defenders Association – a private non-profit corporation incorporated under the Articles of Incorporation pursuant to the provisions of the Washington Non-Profit Corporation Act (Chapter 24.03 RCW).

U. Working Day: Any day other than (a) a Saturday or Sunday, or (b) an official City holiday.

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Section 2: PUBLIC DEFENSE STANDARDS

The City adopts the following standards for the delivery of Public Defense Services, pursuant to RCW 10.101.030:

A. Compensation of Counsel: Compensation of counsel shall be in accordance with the schedule set forth in Attachment 1 – the King County Kenny Salary Plan.

B. Duties and Responsibilities of Counsel: The duties and responsibilities of counsel shall be in accordance with Section 4 G as well as the practice standards required by Section 5 A.

C. Caseload Limits:

   1. The Caseload Limit shall be no more than 380 Final Case Assignments per agency attorney per calendar year.

   2. In addition, the caseloads of supervising attorneys shall be further reduced in an amount that is proportional to the time that they dedicate to supervision (according to the ratio of 0.1 FTE supervisor per attorney working under this contract).

D. Responsibility for Expert Witness Costs: After approval by the Court, expert witness fees will be paid by Seattle Municipal Court.

E. Responsibility for Appeal and Writ Transcription Costs: Agency costs will be reimbursed by OPM. Partial transcripts will be requested when appropriate. If an appeal or writ is withdrawn early, all efforts to immediately stop transcription work will be taken.

F. Administrative Expenses: Administrative expenses shall be paid out of compensation provided to the Agency as described in Contract Section 6.

G. Support Services: The Agency shall provide investigative, paralegal, social worker and clerical services necessary for representation of indigent defendants.

H. Supervision: The Agency shall provide supervising attorneys at the following standards: one supervisor for every ten attorneys.

Section 3: DURATION OF CONTRACT

The term of this Contract shall begin when fully executed by all parties, and shall end on June 30, 2011, unless terminated earlier pursuant to the provisions hereof.

The Agency shall begin the work outlined in the "Scope of Work" section ("the Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete.

Time limits established pursuant to this Contract shall not be extended because of delays for which the Agency is responsible, but may be extended by the City, in writing, for its convenience or for conditions beyond the Agency's control.

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Section 4: SCOPE OF WORK

The Scope of Work of this Contract is as follows:

A. Purpose: The purpose of this Contract is to provide a legal representation plan and legal services through effective assistance of counsel to indigent persons. Legal Services shall be statutorily and constitutionally based, within the framework of an efficient and fiscally responsible independent non-profit Defender agency.

B. Professional Conduct:

1. The Agency shall provide the legal services of attorneys and staff in compliance with all of the applicable laws and administrative regulations of the United States, State of Washington, City of Seattle, and the Washington State Supreme Court Rules of Professional Conduct (RPC).
2. Nothing in this Contract shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the Agency with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Contract.
3. Nothing in this Contract shall require or permit, without the consent of the client, access to or disclosure of any confidential communication made by a client to any attorney employed by the Agency or any such confidential communications made to agents or employees of the Agency for such attorney; the advice given by an attorney to a client; or any other statements and materials privileged from disclosure in a court of law.
4. Attorneys and staff employed by the Agency shall not solicit or accept any compensation, gifts, gratuities or services from any client.

C. Eligible Population: The population served shall be indigent persons legally entitled to appointed legal services in Seattle Municipal Court, as assigned by the Court Indigent Screening staff pursuant to RCW 10.101.010 and 10.101.020. The Court will be responsible for the costs and operation of the screening process. Should the Agency determine that a defendant is not eligible for assigned counsel, the firm will so inform the Court subject to the Rules of Professional Conduct.

D. Case Assignment: In each year of the contract, the City will guarantee funding equivalent to one (1) attorney to represent defendants where both the Primary and Secondary Defenders have conflicts, and to administer the assignment of cases to assigned counsel. The caseload in 2008 is estimated to be up to 130 cases or approximately one-third of an FTE. The Agency will have approximately two-thirds of an FTE for the administration of assigned counsel cases. The staffing levels will be reviewed annually. The Third Defender funding includes administrative, overhead and supply costs. All numbers are on an annual basis.

E. Case Management of Assigned Counsel: The Agency, under the direction and oversight of Municipal Court, will be responsible for the Assigned Counsel program for conflict cases. SMC and the Agency will collaborate on developing Assigned Counsel protocols.

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The Agency will make the referral to private counsel when all three contracted defender agencies have a conflict.

The Court will retain the lead in the selection of Assigned Counsel attorneys, conferring with representatives of public defense agencies, King County Bar and others with criminal justice experience. The City's Office of Policy and Management (OPM) will continue to review the Assigned Counsel billings and approve payment. The Third Defender will:

1. In coordination with SMC, establish an Oversight Panel composed of representatives or designates from SMC, the Agency, the King County Bar, and the federal defender.
2. In coordination with SMC and the Oversight Panel, develop Assigned Counsel protocols.
3. Advertise and recruit assigned counsel attorneys subject to the protocols noted above.
4. Provide an orientation to SMC for attorneys on the Assigned Counsel panel.
5. Assign cases to Assigned Counsel panel attorneys.
6. Develop a performance review system and work with SMC and the Oversight Panel to assess the performance of panel attorneys.
7. Provide regular reports on assignments to SMC and OPM.

F. Conflicts: The Agency reserves the right to decline to advise or represent any client on the basis of actual legal, ethical, or professional conflict of interest. The Agency shall be responsible for checking for conflicts and identifying if a conflict exists. The Agency shall have a written policy which explains how they define conflict cases which they will send to the Contract Administrator. The Agency shall perform a conflicts check before any substantial work is done on the case. No payment shall be made for work done on cases which are subsequently identified as conflicts with the exception of cases in which (after work has been performed) the client obtains a new attorney at his own expense or through a request to the Court; or for other extraordinary circumstances approved by the City including, but not limited to, information or evidence which defense counsel could not have reasonably known or discovered at the time of the initial conflicts check.

G. Duties and Responsibilities of the Agency: In order to perform its responsibilities under the Contract, the Agency shall have the power and duty to:

1. Hire all Agency personnel;
2. Provide fiscal management; establish compensation of personnel; maintain payroll records and provide payments for all personnel including withholding of income taxes, payment of social security taxes, payment of worker compensation and industrial insurance taxes (where applicable), and fringe benefits;
3. Supervise and maintain the quality of staff and services received or performed, and provide internal evaluation sessions as necessary;
4. Suspend remove, or terminate personnel not adequately performing the duties and responsibilities assigned, mishandling funds, engaging or condoning misconduct, or

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whose conduct or continued performance of duties is detrimental to the Agency program;

5. Accept and represent all cases and clients officially referred by the Court unless withdrawal from such representation is allowed in accordance with provisions as stated above;
6. In the event that this Contract is terminated or not renewed, complete the representation of all clients who have been referred by the Court during the period in which the Contract is in effect for the compensation received or receivable under the terms of the Contract, provided that completed representation is not made impossible by a client's failure to appear;
7. Participate on any City criminal justice committees or workgroups as requested by the Contract Administrator, the Court, or any other City criminal justice agency. The Primary Defender shall represent the interests of the three defender agencies at these meetings. The Primary Defender shall keep the Secondary and Third Defenders informed of the issues presented at these meetings. Should a difference of opinion arise among the defender agencies as to the position the Defense should take on an issue, the Secondary and Third Defenders may give their opinion in writing to the Primary Defender. The Primary Defender will then share this opinion with the other members of the committee or workgroup. This paragraph does not apply to the Agency oversight of Assigned Counsel.

H. Duties and Responsibilities of Agency Attorneys: In order to perform their duties under this Contract, staff attorneys of the Agency shall:

1. Counsel and represent in all ensuing criminal proceedings before appeal those clients who are officially referred by the Court. Such services include, but are not limited to: preparation for and representation of the client at the pretrial hearings, trial and at sentencing. Attorneys or other staff will make efforts to call or e-mail out-of-custody clients to remind them of upcoming court dates.
2. Use City funding to represent clients only in criminal matters in Seattle Municipal Court and related infractions, writs, and RALJ appeals. Attorneys shall not use City funding to represent clients in any matter which is civil in nature.
3. Counsel clients with regard to their rights to appellate review and file any necessary notice for appellate review when requested by a client.

Section 5: PERFORMANCE AND QUALIFICATIONS

A. Practice Standards and Records

1. The Agency shall ensure that all attorneys, paraprofessional staff and supervisors shall maintain contemporaneous records of all legal services provided on a specific case. The records shall provide a factual description of the work done and shall be sufficiently detailed to allow monitoring of legal service activity by the Contract Administrator.

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2. Upon closing a case, all attorney, paraprofessional and supervisor files associated with the case shall be cross referenced and accessible as a whole for monitoring by the Contract Administrator.
3. The Agency shall establish practice standards to address the following substantive areas of Contract compliance. The practice standards shall set objective expectations for each position and shall be measurable by objective means. With each practice standard, the Agency shall include a procedure for monitoring compliance with the standard. Written practice standards are to be filed with the Contract Administrator by January 1, 2009. Practice standards should address the following areas:

   a. Attorney practice, including but not limited to;

      i. Lawyer-client relationship, initial case actions, investigation and preparation, preliminary hearings; disposition without trial; trial; post conviction or fact finding and any other areas of attorney practice deemed appropriate by Agency management or Board.

      ii. Attorney use of paraprofessionals and expert service.

   b. Paraprofessional practice.

   c. Supervision of attorneys and paraprofessionals.

4. The Agency agrees that, within available resources, reasonable efforts will be made by the Agency to continue the initial attorney assigned to a client throughout any case in which representation is undertaken. The Agency is not prohibited from rotating attorneys through various Agency divisions or from assigning a single attorney to handle various aspects of legal proceedings for all indigent persons where such method of assignment is the most reasonable method of obtaining effective legal representation for indigent persons.
5. A member of the Agency staff shall visit any assigned in-custody criminal defendant and obtain basic contact and other fundamental intake information for a bond hearing within one (1) working day from notification to the Agency of the assignment of the case and the in-custody status of the client. The assigned attorney, or another Agency attorney if the assigned attorney is unavailable for this purpose, shall visit the in-custody client with five (5) working days from assignment and notification of the in-custody status of the client. This provision applies to clients in custody on the assigned case at any King County adult detention facility. Documentation of this provision shall be noted in the client case file.
6. The Agency attorney of record shall attempt to make contact with all assigned clients within five (5) working days from a case assignment and meet them in person no later than the day prior to the first pretrial hearing. If the Agency is unable to locate the client, or the client is unwilling to meet, the Agency may meet this Contract requirement through phone calls or letters. Documentation of this provision shall be noted in the client case file.
7. The Seattle City Attorney's Office is responsible for making a copy of discovery available to the Agency. The Agency shall request discovery as soon as possible after

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case assignment but no later than three (3) working days of the assignment, whether initial or subsequent, on any case. The Agency shall obtain a copy of discovery at arraignment if available. Documentation of this provision shall be noted in the client case file.

8. Discovery shall be reviewed within five (5) working days after receipt for purposes of determining any conflicts of interest. Documentation of this provision shall be noted in the client case file.

9. Agency attorneys and support staff shall demonstrate an understanding of all Seattle Municipal Court Local Rules (SMCLR). Nothing in this provision require an attorney to violate the Rules of Professional Conduct or to fail to provide effective assistance of counsel in or to comply with the local court rules and this Contract.

10. The Agency shall establish and enforce policies and procedures to ensure that attorney time and other Defender resources funded by this Contract shall only be used for work which is authorized by this Contract.

11. The Agency shall ensure that a preliminary written response to any written or oral complaints concerning services provided by the employees of the Agency or the Agency itself shall be submitted to the Contract Administrator within three (3) working days of the date the complaint is received by the Agency Director or the Director's designee. Written complaints include e-mail communications. The Contract Administrator shall copy the supervising attorney on any complaints sent to the Agency.

    The Agency shall respond to client complaints within one week. A complaint file will be kept by the supervisor documenting complaints. Subject to the Rules of Professional Conduct, the Agency will provide the Contract Administrator with a summary of this documentation and explain how each complaint was resolved. Subject to the Rules of Professional Conduct, the Agency will also provide the Contract Administrator with a summary of cases transferred to another agency or assigned counsel for conflict that was due to the breakdown in attorney-client communications.

12. The Agency shall establish policies and procedures for pro-bono work provided by staff of the Agency. These policies and procedures shall assure that any such pro bono work is not provided to the exclusion or detriment of legal services that are the subject of this Contract.

B. Minimum Attorney Qualifications:

1. Every attorney providing indigent defense services must be a licensed member of the Washington State Bar and be a member in good standing of the Bar.

2. Every Agency attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; including but not limited to seven (7) hours of each year's required continuing legal education credits shall be courses relating to criminal law practice or other areas of law in which the Agency provides legal services to clients under the terms of this Contract. The Agency will maintain for inspection on its premises records of compliance with this provision.

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3. The Agency may employ interns pursuant to Admission to Practice Rule (APR) 9. No more than 5% of the cases handled by the Agency may be assigned to Rule 9 interns.
4. The Agency attorneys who supervise the misdemeanor attorneys must have at least three years of criminal defense experience in superior, district or municipal courts in Washington State.
5. Unless prior written approval has been granted by the Contract Administrator, no attorney may provide services under this Contract if that attorney has been removed from representation in a case for failure to perform basic services necessary to the case or to the client, or in any manner has been found to be ineffective on appeal by either an ethics panel or by an appellate court.

C. Evaluations:

The Agency director, or his/her designee, shall evaluate the professional performance of Agency attorneys and paraprofessional staff annually. Attorney evaluations should include monitoring of time and caseload records, review of case files, quality of case preparation, as well as in-court observation. Paraprofessional evaluations shall be sufficiently comprehensive to assess the quality of the actual work performed. The Agency shall submit to the City a summary report of the annual attorney performance evaluations. The summary will note the number of attorneys evaluated, and an aggregate of the scoring in each evaluation criteria. The Agency shall make available to the City its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and the Agency attorney.

Section 6: PAYMENT

A. For July through December 2008, the City shall pay the Agency for the services as specified in Section 4, Scope of Work, in the amount estimated to be $90,423. This amount assumes use of the 2008 Kenny Salary Schedule used by King County. The specific costs are shown in Attachment 2 – 2008 Charges for Public Defense Services. This attachment will be updated by OPM yearly to show the 2009, 2010 and 2011 charges.

The amount of payment to the Agency ("Payment") for the period for January 1, 2009 through June 31, 2011, will be determined based on the 2009, 2010, and 2011 budgets passed by the Seattle City Council.

Any obligation by the City to provide any amount beyond what is available is specifically conditioned on passage by the Seattle City Council of a supplemental appropriation. In the event that no additional funds are available, the caseloads and Contract Payments as currently described shall be renegotiated to reflect total funds available.

Payment for 2009, 2010 and 2011 shall be adjusted to account for changes in projected caseload and changes in cost. Allowable cost increases include inflationary adjustments to the Kenny Salary Schedule, benefits, rent, and other required operations and maintenance costs and must be approved by the Contract Administrator. Assuming no changes in the level of service, total cost may not increase by more than the rolling average of the CPI-W. The only allowable exception is if the Kenny Salary Schedule

increases by more than inflation in order to remain consistent with salaries in the King County Prosecutor's Office. Increased costs due to changes in level of service must be approved by the Contract Administrator.

B. Payment shall be made by the City to the Agency upon the City's receipt of an invoice itemizing the Work elements performed for the period covered by the invoice and include an electronic spreadsheet itemizing the completed cases corresponding to the invoice. The Agency shall provide the City with the invoice and documentation twenty (20) days after the close of each calendar month. The City will pay the Agency by the thirtieth (30) day of the following month.

C. The City will pay the Agency as described in Section 6 A and as shown in Attachment 2. The costs described in Attachment 2 will be pro-rated in a fixed monthly Payment.

D. Completed cases shall be closed and submitted to the Administrator within sixty (60) days of the date of final action. If a client absconds the case may be closed and submitted to the Administrator.

E. In the event of failure to comply with any items and conditions of this Contract or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in Section 11 of this Contract.

Section 7: REPORTING REQUIREMENTS

A. Agency Case Reporting:

1. The Agency will provide the City with monthly electronic reports in spreadsheet format on all closed cases. Cases must be closed within sixty (60) days after the last hearing on the case. These reports must contain:
   - Defendant's name
   - Cause number(s)
   - Most serious criminal charge filed
   - Number of charges filed in each case
   - If it was a probation review hearing
   - Defendant's jail custody status at assignment
   - Bench Trial, Jury Trial, Plea or Dismissal
   - Whether an appeal was filed
   - Attorney(s) name(s)
   - Date case assigned
   - Date case closed
   - Hours spent by attorney
   - Hours spent by each type of support staff, investigators, social workers, or paralegals

2. The Agency must provide the Contract Administrator the reports described below for Agency cases.

Agency Report Title	Due Date
Open and Closed Case Reports including attorney assignment	Monthly (by 20th day of the following month)
Salary and Staff Position Reports	Quarterly
Preliminary Year-end Report of Reserve Accounts and Operating Accounts	January following fiscal year
Year-end Attorney Case Assignment Report	January following fiscal year
Annual Financial Statements, IRS Form 990, Audit Report including management letters	August
Remaining Open Case Report at Year End	January following fiscal year
Additional summaries, reports or documents as requested by the Contract Administrator with reasonable notice	Varies

The City of Seattle, or any of its duly authorized representatives, shall have access to any such books, records and documents for inspection, audit and copying. The report is due on or before the twentieth (20th) day of the following month for services of the prior month. Payment may be withheld if reports are not submitted on time.

The Agency will immediately notify the Contract Administrator in writing when it becomes aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment of an Agency attorney providing services under this Contract.

B. Assigned Counsel Reporting:

1. The Agency will provide the City with monthly electronic reports in spreadsheet format on all Assigned cases. These reports must contain:

- Cause number(s)
- Defendant's name
- Defendant's date of birth
- Most serious criminal charge filed
- Number of charges filed in each case
- Defendant's jail custody status at assignment
- Date received by Agency
- Date assigned
- Next hearing date
- Reason for Conflict
- Assigned Attorney
- (Comments)

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Assigned Counsel Report Title	Due Date
Assigned Counsel Case Reports including attorney assignment	Monthly (or as requested by OPM)
Additional summaries, reports or documents as requested by the Contract Administrator with reasonable notice	Varies

Section 8: OPERATING BUDGET

The Agency shall apply Payment received from the City under this Contract in accordance with the approved budget as shown in Attachment 2.

The City makes no commitments to support and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

The Payment provided by the City to the Agency pursuant to the terms of this Contract are solely for the services and expenses that are directly and legitimately related to the performance of the provisions of this Contract. In the event the City determines that Payment pursuant to this Contract were expended by Agency for any purposes other than those set forth in this Contract, such expenditure shall constitute a material breach of this Contract. Income and expenses, including prorated overhead costs, for the Seattle Municipal Court cases shall be reported and traceable in a method consistent with accounting standards in Contract Section 20 below. If the Agency receives any revenue from any other source, the costs paid, including prorated overhead, for work done with that revenue shall be reported and traceable according to the accounting standards noted below.

Section 9: OTHER EMPLOYMENT

The Agency agrees that its legal staff shall have as its primary employment representation of indigent clients. The Agency further agrees that it will abide by all provisions of this Contract regarding Personal Performance of this Contract.

Section 10: CORRECTIVE ACTION

If the City believes that a breach of this Contract has occurred, and if the City believes said breach to warrant corrective action, the following sequential procedure shall apply:

A. Any dispute or misunderstanding that may arise under this Contract concerning the Agency's performance shall first be resolved through negotiations, if possible, between the Agency's Project Manager and the City's Project Manager, or if necessary shall be referred to the Director of the Department of Executive Administration **(or delegated representative)**. If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes. In absence of an agreed alternative, the following process shall be employed.

1. The City will notify the Agency and the Board President in writing of the nature of the breach;

2. The Agency shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) working days from the date of the Agency's response;

3. The City will notify the Agency in writing of the City's determination as to the sufficiency of the Agency's corrective action plan. The determination of the sufficiency of the Agency's corrective action plan will be at the sole discretion of the City; however, the City's determination of the sufficiency of the Agency's corrective action plan shall take into consideration the reasonableness of the proposed corrective action, in light of the alleged breach. In all cases where corrective action is determined by the City to be appropriate, the City shall work with the Agency to implement the plan;

4. In the event that the Agency does not respond within the appropriate time with the corrective action plan, or the Agency's corrective action plan is determined by the City to be insufficient, the City may commence termination of this Contract in whole or in part pursuant to Section 11 (A) Termination;

5. In addition, the City may withhold any payment owed the Agency or prohibit the Agency from incurring additional obligations of funds until the City is satisfied the corrective action has been taken or completed; and

6. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 11 Termination.

B. Pending final decision of a dispute hereunder, the Agency shall proceed diligently with the performance of the Contract and in accordance with the direction of the City.

Section 11: TERMINATION

A. The City may terminate this Contract in whole or in part upon ten (10) working days' written notice to the Agency of good cause. The following constitute good cause for Contract termination:

1. The Agency substantially breaches any duty, obligation, or service required pursuant to this Contract.

2. The Agency engages in misappropriation of funds or fraudulent disbursement of funds.

3. The duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the City terminates the Contract under this section, the City shall provide the Agency written notice of termination, which notice shall include the reasons for termination and the effective date of termination. The Agency shall have the opportunity to submit a written response to the City within (10) working days from the date of the City's notice. If the Agency elects to submit a written response, the Contract Administrator will review the response and make a determination within ten (10) working days after receipt of the Agency's response. In the event the Agency does not concur with the determination, the Agency may request a review of the decision by the Mayor by written appeal filed within ten (10) days of the Contract Administrator's decision, to the Office of the Mayor. The Contract shall remain in full force and effect until a decision is made and communicated to the Agency by the Mayor. In the event the Mayor reaffirms termination, the Contract shall terminate following the tenth (10) working day from the date of the final decision of and notice by the Mayor, unless a later termination date is specified in the Mayor's notice.

In the event this Contract is terminated in whole or in part pursuant to this Section, the Agency shall be liable for damages, including the reasonable costs of the procurement of similar services from another source unless it is determined by the Contract Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Agency's control, fault or negligence.

B. In the event that for any reason, expected or actual funding from any source, not to include funding appropriated by the City from City funds, shall be reduced, withdrawn, suspended, or otherwise not available, the City may suspend or terminate any portion of this Contract which relies on the reduced, withdrawn, suspended, or otherwise unavailable funds.

The City will notify the Agency in writing that the specific funding is no longer available for all or part of this Contract, and upon receipt of such notice, the Agency will be released from performing the services required under the terms of this Contract which relied upon such funding. The City will be released from contracted liability with the Agency for cases not yet assigned pursuant to portions of this Contract for which funds have not been received by the City.

In the event that any such termination is required, the termination of services required to be performed under the terms of this Contract shall be limited to such services that directly rely on such funding; the balance of this Contract shall remain in full force and effect.

C. In the event of the termination of this Contract, the Agency shall remit any unexpended balance of Payment for cases assigned and not completed, less the amount the City and the Agency agree shall be necessary to deliver services in those cases. The Contract Administrator may request the Agency to attempt to withdraw from any case assigned and not completed. Provided that, should a court require, after the Agency has attempted to withdraw, the appearance of counsel from the Agency for any client previously represented by the Agency where such representation is no longer the obligation of the Agency pursuant

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D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the City substantially breach any duty, obligation or service pursuant to this Contract. In the event that the Agency terminates this Contract for reasons other than cause resulting from substantial breach of this Contract by the City, the Agency shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the Contract Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Agency's control, fault or negligence.

E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, in addition to such other remedies available to the City, the Agency shall return to the City those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Agency by the City.

F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual, written agreement of the parties.

G. Nothing herein shall be deemed to constitute a waiver by either party of any legal right or remedy for wrongful termination of the Contract. In the event that legal remedies are pursued for wrongful termination or for any other reason, the nonprevailing party shall be required to reimburse the prevailing party for all attorney's fees.

H. In the event of termination or non-renewal of this Contract, all cases not required to be completed by the Agency shall be returned to the Contract Administrator for reassignment.

Section 12: EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH

A. The Agency shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

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B. The Agency shall furnish to the Contract Administrator, upon request and on such form as may be provided therefore, a report of the affirmative action taken by the Agency in implementing the requirements of this section, and will permit access to the Agency's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of this section.

If the Agency and the City agrees in writing that the Agency will subcontract out any portion of this work, then the Agency shall maintain, for at least twenty-four (24) months after the expiration or earlier termination of this Contract and permit access to the Agency's records of employment, employment advertisements, application forms and other pertinent data and records requested for the purposes of investigation to determine compliance with the requirements of this section. The City shall have the right to inspect and copy such records. The City shall have the right to monitor the affirmative efforts of the Agency and to inspect and copy such records of the Agency as are necessary to ensure compliance with the requirements of this Section.

C. If, upon investigation, the Contract Administrator finds probable cause to believe that the Agency has failed to comply with any of the requirements of this section, the Agency shall be so notified in writing. The Contract Administrator shall give the Agency an opportunity to be heard, after ten calendar days' notice. If, after the Agency's opportunity to be heard, the Contract Administrator still finds probable cause, he/she may suspend the Contract and/or withhold any funds due or to become due to the Agency, pending compliance by the Agency with the requirements of this section.

D. The City encourages the use of women and minority employees and apprentices on all City contracts and encourages outreach efforts in employment opportunities. Outreach efforts may include use of targeted solicitation lists, advertisements in publications directed to underrepresented communities, providing student internships or apprentice opportunities, noting the Agency's Equal Employment Opportunity (EEO) policy in solicitations, emphasizing EEO and outreach policies within the company, and using the services of available minority community and public organizations to perform outreach.

E. Upon request by the Contract Administrator, the Agency shall submit EEO Reports in the form specified by the City, detailing actual employment data for the Agency.

F. The Agency, by executing this Contract, is affirming that the Agency complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Contract. Any violation of the requirements of the provisions of this section noted in paragraph A, B, and C above shall be a material breach of Contract for which the Agency may be subject to damages and sanctions provided for by the Contract and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70.

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Section 13: EQUAL BENEFITS

A. The Agency shall comply with the requirements of SMC Ch. 20.45 that obligate the Agency to make the same or equivalent benefits ("equal benefits") available to its employees with domestic partners as the Agency makes available to its employees with spouses. At the City's request, the Agency shall provide complete information and verification of the Agency's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. The equal benefit provisions of SMC Ch. 20.45 do not apply to sub Agency's used under this Contract.

B. Remedies for Violations of SMC Ch. 20.45: Any violation of this Paragraph A shall be a material breach of and good cause for termination of the Contract for which the City may:
   1. Terminate the Contract;
   2. Disqualify the Agency from bidding on or being awarded a City contract for a period of up to five (5) years; and
   3. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder, or as provided in this Contract.

Section 14: AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

A. General: The City encourages the use of Women and Minority Business Enterprises ("WMBEs") as subContractors and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities. If Agency is authorized under Contract Section 22 to subcontract out any part of a Contract instead of performing the work itself, then the following requirement applies. Agency shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Agency agrees to make such efforts as a condition of the Contract.

B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach. Affirmative efforts shall include those that have been agreed upon between the City and the Agency.

   The Agency shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

C. Non-Discrimination: The Agency shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

D. Record-Keeping: The Agency shall maintain, for at least 24 months after the expiration or earlier termination of this Contract, relevant records and information necessary to document all Agency affirmative efforts to solicit to women and minority business participation, including solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Contract. The City shall have the right to monitor the affirmative efforts of the Agency and to inspect and copy such records of the Agency as are necessary to ensure compliance with the requirements of this Section.

E. Agency shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

F. Sanctions for Violation: Any violation of the paragraphs A, B, C, D or E of this section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Agency may be subject to damages and sanctions provided for by the Contract and by applicable law. Agencies found to be in violation of the requirements may be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

Section 15: LABOR HARMONY

The Agency is required to sign labor peace/labor harmony agreements between the firm and any labor organization that has informed the City or the firm that it seeks to represent employees at the firm. The labor peace/labor harmony agreements will be for the purpose of establishing ground rules for the conduct of the firm and the union during any union organizing effort and collective bargaining process that will guarantee uninterrupted services and to avoid picketing and/or other economic action at the firm that might adversely affect the interests of the City.

Section 16: OTHER LEGAL REQUIREMENTS

A. General Requirement: The Agency, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Agency shall specifically comply with the following requirements of this section.

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B. Licenses and Similar Authorizations: The Agency, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Use of Recycled Content Paper: Whenever practicable, Agency shall use reusable products including recycled content paper on all documents submitted to the City. Agency is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. The Agency is to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the Contract with and for the City.

D. Americans with Disabilities Act: The Agency shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) as amended in performing its obligations under this Contract. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

E. Fair Contracting Practices Ordinance: The Agency shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.

Section 17: INDEMNIFICATION

The Agency does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Agency's performance of the services contemplated by this Contract to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Contract by the Agency, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Agency waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Agency acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Contract.

Section 18: INSURANCE

Insurance certification required. The Agency must carry the following coverages and limits of liability:

- General Liability with a minimum limit of liability of $1,000,000 combined single limit each occurrence bodily injury and property damage.
- Automobile Liability covering owned and non-owned vehicles with a minimum limit of liability of $1,000,000 combined single limit each occurrence bodily injury and property damage.

- Professional Liability (Errors, and Omissions) for attorneys with a minimum limit of liability of $2,000,000 each claim.
- Workers' Compensation per statutory requirements of the Washington industrial insurance Title 51 RCW. It is further specifically and expressly understood that the indemnification provided under Contract Section 17 constitutes the Agency's waiver of immunity under Title 51 RCW solely for the purposes of the indemnification. This waiver has been mutually negotiated by the parties.

Section 19: ESTABLISHMENT AND MAINTENANCE OF RECORDS

A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract.

B. The Agency further covenants and agrees that it shall maintain all records which sufficiently and properly reflect all costs and indirect costs of any nature for any subcontracts or personal service contracts. Said records shall include, but not be limited to, documentation of any funds expended by the Agency for said personal service contracts or subcontracts, documentation of the nature of the service which is rendered, and records which demonstrate the amount of time spent by each subcontractor or personal service contractor rendering service pursuant to the subcontract or personal service contract.

C. These records shall be maintained for a period of (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW.

D. Willful failure to maintain or produce records or other required documentation during the time for maintenance of records may result in specific, related costs being disallowed. In the event the City has reason to believe that such a failure exists, notice shall be given to the Agency and the Agency shall respond in writing. The time for notification and response shall be the same as set forth in Section 11.A.

   If the Agency's response is deemed unacceptable, the question of whether or not specific costs are disallowed shall be determined by a City appointed, qualified independent Certified Public Accountant, in a manner consistent with generally accepted auditing standards and accounting principles. Disallowed costs may be recovered from the Agency by the City.

Section 20: AUDITS, RECORDS, AND ANNUAL FINANCIAL STATEMENTS

A. The Agency shall maintain records and accounts in accordance with accepted accounting practices, including records of the time spent by the Agency on each case.

   Upon request, the Agency shall permit the City, and any other governmental agency involved in the funding of the Contract, to inspect and audit all pertinent books and records of the Agency, or any other person or entity that performed work in connection with or

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related to the Contract services, at any and all times deemed necessary by the city or Agency, including up to six (6) years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in Seattle, Washington or other such reasonable location as the City or Agency selects. The Agency shall supply the city with, or shall permit the City and/or Agency to make a copy of any books and records and any portion thereof. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Agency must maintain such data in a form or manner to provide same to the City that will not breach such confidentiality or privilege. The Agency shall ensure that such inspection, audit and copying right of the City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.

The Agency shall maintain such data and records in an accessible location and condition for a period of not less than six (6) years following the receipt of final payment under this Contract, unless the City agrees in writing to an earlier disposition.

The Agency agrees to cooperate with the City or its agent in the evaluation of the Agency's performance under this Contract and to make available all information reasonably required by any such evaluation process or ongoing reporting requirements established by the City. The results and records of said evaluations and reports shall be maintained and disclosed in accordance with Chapter 42.56 RCW.

Notwithstanding any of the above provisions of this paragraph, all Constitutional, statutory, and common law rights and privileges of any indigent client are not waived. Provided further that nothing in this section shall require the disclosure of the names of any client consistent with Chapters 13.34, 71.02, or 71.05 RCW.

B. The Agency shall cause to be performed an annual audit by an independent Certified Public Accountant and shall provide the City with a copy of such audit no later than the last working day in August of the following year. Audits shall be prepared in accordance with Generally Accepted Auditing Standards for not-for-profit organizations as prescribed by the American Institute of Certified Public Accountants, and shall include balance sheet, income statement, and statement of changes in cash flow. The independent Certified Public Accountant shall issue an internal control or management letter listing any reportable conditions or internal control weaknesses or stating that no reportable conditions or control weaknesses were noted. A copy of this letter shall be provided to the City Contract Administrator along with the annual audit report. The Agency shall provide to the City its response and corrective action plan for all findings and reportable conditions contained in its audit. The Agency shall provide the City with a copy of its IRS Form 990 (Return of Organization Exempt from Tax) when it is filed with the IRS.

All audited annual financial statements shall be based on the accrual method of accounting for revenue and expenditures. The Agency's annual financial statements shall be prepared recognizing all reserve accounts, prepayment accounts and operating accounts at the end of the Contract Term. Any independent auditor hired by the Agency to fulfill the Contract

audit requirements must agree to provide access to audit working papers if requested by the City.

C. All such reports as are required under the terms of this Contract shall be submitted to the City via electronic media (e-mail attachment or diskette) within the time limits required for each report.

Section 21: CONTRACTUAL RELATIONSHIP

The relationship of the Agency to the City by reason of this Contract shall be that of an independent contractor. This Contract does not authorize the Agency to act as the agent or legal representative of the City for any purpose whatsoever and neither the Agency nor its employees shall be deemed employees of the City. The Agency is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever. It is expressly understood and agreed that the Agency and the Agency's employees shall in no event be entitled to any benefits to which City employees are entitled, including, but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Agency shall complete this Contract according to the Agency's own means and methods of work and professional standards applicable to public defense services, which shall be in the exclusive charge and control of the Agency and which shall not be subject to control or supervision by the City, except such requirements for performance and compliance with standards as are specified in this Contract.

The Agency agrees that it has secured or will secure at the Agency's own expense, all persons, employees, and equipment required to perform the services contemplated/required under this Contract. The Agency further agrees that any equipment or materials acquired with Payment under this Contract shall be utilized for the purpose of performing the services contemplated/required by this Contract.

Section 22: ASSIGNMENT AND SUBCONTRACTING

The Agency shall not assign or subcontract any of its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Said consent must be sought in writing by the Agency not less than fifteen (15) days prior to the date of any proposed assignment. Any subcontract made by the Agency shall incorporate by reference all the terms of this Contract. The Agency shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Agency from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

Section 23: INVOLVEMENT OF FORMER CITY EMPLOYEES

A. The Agency shall promptly notify the City in writing of any person who is expected to perform any of the Work funded by this Contract and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee.

B. The Agency shall ensure that no Work or matter related to the Work funded by this Contract is performed by any person (employee, subcontractor, or otherwise) who:
(1) was a City officer or employee within the past twelve (12) months; and
(2) as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

Section 24: NO CONFLICT OF INTEREST

The Agency confirms that the Agency does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Agency selection, negotiation, drafting, signing, administration, or evaluating the Agency's performance. As used in this section, the term "Agency" shall include any employee of the Agency who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Contract. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

Section 25: ERRORS & OMISSIONS; CORRECTION

The Agency shall be responsible for the professional legal services furnished by or on the behalf of the Agency under this Contract. The Agency, without additional Payment, shall correct or revise any errors or omissions in the Agency services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract.

Section 26: INTELLECTUAL PROPERTY RIGHTS

The Agency hereby assigns to the City all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Contract or any subcontract hereunder. Notwithstanding the above, the Agency does not convey to the City, nor does the City obtain, any right to any document or material utilized by Agency that was created or produced separate from this Contract or was preexisting material (not already owned by the City), provided that the Agency has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Agency grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

All materials and documents prepared by the Agency in connection with the Work are instruments of service and the Agency shall retain the copyright (including the right of reuse) whether or not the Work is completed. The Agency grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Agency for the City under this Contract. If requested by the City, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the Work, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the project. The Agency does not represent or warrant that such documents are suitable for reuse by the City, or others, on extensions of the project, or on any other project.

Section 27: CONFIDENTIALITY

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Contract. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

Section 28: EXTRA WORK

The City may desire to have the Agency perform work or render services in connection with this project other than that expressly provided for in Contract Section 4. This will be considered extra work, supplemental to this Contract, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Contract or an amendment.

Section 29: BOARD OF DIRECTORS

The Agency shall provide the City with the names, addresses, and professions of members of the Board of Directors and a copy of the by-laws. The Agency shall notify in writing the City within thirty days notification of changes in membership, and by-laws.

Section 30: DEBARMENT

In accordance with SMC Ch. 20.70, the Director of the Department of Executive Administration or his/her designee may debar a Consultant and prevent the Consultant from entering into a contract with the City or from acting as a subconsultant on any contract with the City for up to five years after determining that any of the following reasons exist:

A. The Agency has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.

B. The Agency has failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, or equal benefits.

C. The Agency has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.

D. The Agency has failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.

E. The Agency has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.

F. The Agency has colluded with another firm to restrain competition.

G. The Agency has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.

H. The Agency has failed to cooperate in a City debarment investigation.

I. The Agency has failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director or his/her designee may issue an Order of Debarment in accordance with the procedures specified in SMC 20.70.050. The rights and remedies of the City under these debarment provisions are in addition to any other rights and remedies provided by law or under the Contract.

Section 31: MISCELLANEOUS PROVISIONS

A. Amendments: Modifications shall not be effective unless in writing and signed by an authorized representative of each of the parties hereto. Contract modifications relating to indigent defense services; schedules and court calendars; attorney assignments and staffing; reporting and records; and, such other matters regarding the administration of the Contract which can be made within existing appropriation authority and consistent with public defense standards is delegated to the Office of Policy and Management through the Department of Executive Administration. Contract modification requiring additional appropriations to the Indigent Defense Services Budget not authorized in the scope of work or otherwise provided by the Contract shall require appropriate legislative authorization.

B. Binding Agreement: This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.

C. Applicable Law/Venue: This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

D. Remedies Cumulative: Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

E. Captions: The titles of sections are for convenience only and do not define or limit the contents.

F. Severability: If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Agency after the time the same shall have become due nor payment to the Agency for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.

H. Entire Contract: This document, along with any exhibits and attachments, constitutes the entire Contract between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, Primary Defender, employee or associate of the Agency prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

J. Political Activity Prohibited: None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office.

K. Addresses for Notices and Deliverable Materials: All official notices under this Contract shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to City:
Catherine Cornwall, Senior Policy Analyst
Office of Policy and Management, P.O. Box 94745
Seattle, WA 98124-4745

If to the Agency:
Eileen Farley, Executive Director
Northwest Defenders Association
1111 Third Avenue, Suite 200
Seattle, WA 98101

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their representatives affix their signatures below.

THIRD DEFENDER AGENCY

By _____ _____
Signature Date

Eileen Farley
Executive Director,
Northwest Defenders Association

THE CITY OF SEATTLE

By _____ 6/23/08
Signature Date

Fred Podesta
Director,
Department of Executive Administration

THIRD DEFENDER AGENCY

By _____ 6-30-08
Signature Date

Jeffrey P. Robinson
President, Board of Directors,
Northwest Defenders Association

City of Seattle Business License Number: 91678
Washington State Unified Business Identifier Number (UBI): 601 041 479 000
Federal Tax ID Number: 91-1392873

DIS CLERK

ATTACHMENT 1 – KING COUNTY KENNY SALARY PLAN

	2008 Kenny Salary Table (2008 COLA RATE - 2.38%)						
RANGE	***STEP 1***	***STEP 2***	***STEP 3***	***STEP 4***	***STEP 5***	***STEP 6***	***STEP 7***
Public Defense Attorney 1	$50,528	$52,601					
Public Defense Attorney 2	$55,709	$64,341					
Public Defense Attorney 3	$73,663	$79,304					
Public Defense Attorney 4	$81,375	$83,447	$85,288	$87,591	$90,007	$92,310	
Senior Public Defense Attorney 1	$93,681	$94,852	$96,038	$97,237	$98,453	$99,684	$100,930
Senior Public Defense Attorney 2	$102,191	$103,468	$104,762	$106,071	$107,398	$107,398	$107,398
Senior Public Defense Attorney 3	$108,740	$110,100	$111,476	$112,870	$114,280	$114,280	$114,280

CITY CLERK

ATTACHMENT 2
Northwest Defenders Association
THIRD DEFENDER JULY 1 - DECEMBER 31, 2008 COSTS

Personnel	Number (FTE)	Total Salaries	Total Benefits*	Total Cost	July - Dec 2008 Costs
Senior Attorney (assume 100 credits & oversight)	1	92,615.00	13,030.00	105,645.00	52,822.50
Paralegals	0.5	23,162.00	4,756.00	27,918.00	13,959.00
Investigators	0.065	3,388.00	698.00	4,086.00	2,043.00
Social Workers	0.065	3,449.00	704.00	4,153.00	2,076.50
Clerical Staff	0.1	2,619.00	762.00	3,381.00	1,690.50
Direct Supervision	0.1	9,442.00	1,413.00	10,855.00	5,427.50
Other Personnel Costs		-	-	-	-
Sub-Total Personnel Costs	1.83	**134,675.00**	**21,363.00**	**156,038.00**	**78,019.00**

O&M Costs

7510 · Space Rental				7,814.77	3,907.39
9501 · Prof Services (IT & Acctg)				1,530.00	765.00
6500 · Prof Dues & Insurance (WDA, NLADA, Malpractice)				2,035.03	1,017.52
7050 · Library				1,011.57	505.79
7000 · Supplies				1,995.61	997.81
8020 · Copier Lease				1,137.87	568.94
7012 · Telecommunications				592.16	296.08
8500 · Zipcar				456.65	228.33
7021 · File Storage Rental				571.46	285.73
6999 · Continuing Education/Training				815.97	407.99
7085 · Messenger				1,260.00	630.00
9000 · Case Expense				233.66	116.83
9500 · Other				20.00	10.00
Sub-Total O&M Costs				**19,474.75**	**9,737.38**

Other Costs

Contract close out				3,670.25	1,835.13
Sub-Total Other Costs				**3,670.25**	**1,835.13**

Overhead

Administration @9%				1,662.35	831.18
Sub-Total Overhead Costs				**1,662.35**	**831.18**

Total All Costs	**180,845.35**	**90,422.68**

*Benefits includes FICA, L&I, Unemployment taxes, Health Benefits, Metro Flexpass, and WSBA License fees.

Addendum: 2008 CONSULTANT CONTRACT

INSURANCE REQUIREMENTS AND TRANSMITTAL FORM

THIS FORM MUST BE ATTACHED TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

FOR CITY USE ONLY
Contract: Legal Representation to Indigent Defendants (NDA) **Contract Number:**
Contract Manager: Linda Taylor-Manning **Department:** DOF **Telephone:** 4-8376

THIS SECTION TO BE COMPLETED BY CONSULTANT'S INSURANCE BROKER:

Name: Title:
Name of Company:
Email: Telephone: Fax:

ATTACH CERTIFICATION AND ADDITIONAL INSURED WORDING TO THIS FORM. SEND TO:

☒ The City of Seattle
Risk Management Division
P. O. Box 94669
Seattle, WA 98124-4669
Fax: (206) 470-1279
Email: riskmanagement@seattle.gov

☐ The City of Seattle

A. INSURANCE REQUIRED: The Consultant shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits as checked:

1. ☒ **Commercial General Liability (CGL)** or equivalent insurance including coverage for:
   - Premises/Operations
   - Products/Completed Operations
   - Personal/Advertising Injury
   - Contractual
   - Independent Contractors
   - Stop Gap/Employers Liability (coverage may be provided under separate policy)

   Minimum limits of liability shall be $ 1,000,000 each occurrence combined single limit bodily injury and property damage except:
   - $ 1,000,000 each offence Personal & Advertising Injury
   - $ 1,000,000 each accident/disease Stop Gap/Employers Liability.

2. ☒ **Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, with a minimum limit of liability of $1,000,000 each occurrence combined single limit bodily injury and property damage. If the scope of work involves the transport of hazardous materials for off-site treatment and/or disposal, MSC-90 and CA 99 48 endorsements are required.

3. ☒ **Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.

4. ☒ **Professional Liability (Errors & Omissions)** insurance appropriate to the consultant's profession. The minimum limit of liability shall be ☒$1,000,000 or ☐ $ each claim.

5. ☐ **Umbrella or Excess Liability** insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide total minimum limits of liability of ☐ $2,000,000 or $ each occurrence combined single limit bodily injury and property damage. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

6. ☐ **Pollution Liability** insurance with minimum limits of liability of ☐$1,000,000 or ☐ $ each claim.

IF PORTIONS OF THE SCOPE OF WORK ARE SUBCONTRACTED OUT, THE SUBCONSULTANT OR SUBCONTRACTOR MAY PROVIDE EVIDENCE OF INSURANCE FOR THE SUBCONTRACTED BODY OF WORK (E.G., MCS-90 AND CA 99 48 ENDORSEMENTS FOR TRANSPORT OF HAZARDOUS MATERIALS) SO LONG AS ALL THE REQUIREMENTS SPECIFIED HEREIN ARE SATISFIED.

DOS CITY CLERK

ONLY PARAGRAPH G. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE WORKER'S COMPENSATION:

B. **CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL insurance, additional insured status for the City:
   1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
   2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.

C. **NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Consultant or any of the Consultant's insurers. The City shall be an additional insured as required in paragraph B. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.

D. **NOTICE OF CANCELLATION:** Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.

E. **CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.

F. **INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.

G. **SELF-INSURANCE:** The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.

H. **EVIDENCE OF INSURANCE (NOT APPLICABLE TO WA STATE WORKERS COMPENSATION):** The Consultant or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST** BE ATTACHED TO THE CERTIFICATE to verify additional insured status.)

CGL INSURANCE WILL NOT BE APPROVED WITHOUT

ADDITIONAL INSURED ENDORSEMENT

OR

BLANKET ADDITIONAL INSURED WORDING

ATTACHED TO THE CERTIFICATE!

CITY CLERK

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID AT NOR5000

DATE (MM/DD/YYYY) 06/24/08

PRODUCER
Degginger McIntosh & Assoc.
PO Box 1400
3977 Harbour Pointe SW
Mukilteo WA 98275
Phone: 425-740-5200 Fax: 425-740-5201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NW Defenders Association
1111 3rd Avenue
Seattle WA 98101-3292

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co.	44393
INSURER B: The Ohio Casualty Ins. Co.	24074
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	BZW53299850	01/01/08	01/01/09	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ Excluded
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A A	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BZW53299850 BZW53299850	01/01/08 01/01/08	01/01/09 01/01/09	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	UBO53299850	01/01/08	01/01/09	EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BZW53299850 WA STOP GAP	01/01/08	01/01/09	WC STATU-TORY LIMITS X OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
included as Additional Insured per form BP0448(0197) with respects to any & all operations of Named Insured.

CERTIFICATE HOLDER
City of Seattle
Office of Policy & Management
P O Box 94745
Seattle WA 98124-4745

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kenneth McIntosh

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

CITY CLERK

POLICY NUMBER

BUSINESSOWNERS
BP 04 48 01 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization:

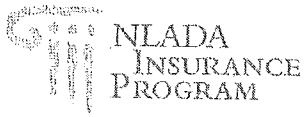
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Inc., 1997

DHS CITY CLERK



1140 Connecticut Avenue NW, 9th Floor
Washington, DC 20036
T: 202.452.9870 800.725.4513
F: 202.452.9879
www.nlada.org

December 17, 2007

Ms. Eileen Farley
Director
Northwest Defenders Association
1111 Third Ave., Suite 200
Seattle, WA 98101-0000

VIA: **E-Mail to eileen.farley@nwdefenders.org**

Subject: Professional Liability Insurance

Dear Ms. Farley:

Thank you for deciding to place your professional liability coverage through the NLADA Insurance Program. We are pleased to confirm that coverage is bound per terms and conditions described on the following pages.

Please note the following POLICYHOLDER DISCLOSURE – NOTICE OF INSURANCE FOR ACTS OF TERRORISM.

Please remit per the following invoice. Make check payable and send payment, for the exact amount indicated on the invoice, to:

NLADA Service Corporation
P.O. Box 932016
Atlanta, GA 31193-2016

Payment in full of your premium, plus applicable taxes and fees, is due two business days before the inception of the coverage being confirmed by this correspondence. Failure to pay by the due date will result in a lapse of coverage, as no coverage will be deemed to be effective unless the premium has been received.

The new policy will follow under separate cover within 60 days. This letter will serve as proof of insurance until you receive the policy.

NLADA Membership: Membership in NLADA is a requirement for participation in the NLADA Insurance Program. If you are not currently a member, we will send you information about becoming a member under separate cover.

Thank you for choosing the NLADA Insurance Program. We look forward to serving your professional liability insurance needs in the months and years ahead.

Sincerely,

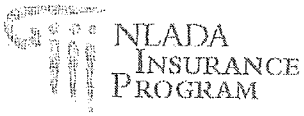
Kevin Horsted

Kevin Horsted
Vice President
k.horsted@nlada.org

100964-WA- NLA000800231

Administered by NLADA Service Corporation, a wholly owned subsidiary of The National Legal Aid & Defender Association

DIS CITY CLERK



NATIONAL LEGAL AID DEFENDER ASSOCIATION RISK PURCHASING GROUP

BINDER

This certifies that Columbia Casualty Company is hereby binding the coverage described as follows:

Insured: Northwest Defenders Association
1111 Third Ave., Suite 200
Seattle, WA 981010000
Attn: Ms. Eileen Farley

Producer: Hamilton Dorsey Alston Company
Atlanta, GA 30327

Administrator: NLADA Service Corporation
1140 Connecticut Avenue NW, 9th Floor
Washington, DC 20036
800.725.4513
Attn: Kevin Horsted, Vice President

Please be advised that Columbia Casualty Company is a Surplus Lines Insurer and payment of taxes and fees is the responsibility of the Insured or Insurance Broker. The Policy Premium does not include any applicable taxes and/or fees.

It is expressly stipulated that, except as otherwise provided herein, the coverage provided by this binder is subject to all of the terms and conditions provided in the policy form noted below as issued by Columbia Casualty Company.

This binder may be canceled at any time by the insured by giving written notice of cancellation to Columbia Casualty Company. This binder shall terminate automatically at its expiration as noted in the outlined terms.

If prior to the effective date of the policy the Insured's professional services change or new claims are made against the Insured, then this binder is of no force and effect. We may be willing to revise your quotation based on new underwriting information. Please contact the NLADA Service Corporation immediately.

Policy Period: 12:01 a.m. 01/01/2008 to 12:01 a.m. 01/01/2009
Binder Period: 12:01 a.m. 01/01/2008 to 12:01 a.m. 01/01/2009
Policy Number: NLA 000800231

Coverages/Limits	Deductibles	Premium
Lawyers Professional Liability:		
$2,000,000 each claim and $2,000,000 in the aggregate Retroactive Date: 01/01/1988	$5,000 Annual Aggregate (Does not apply to Defense Costs)	$16,960.00
Management Liability Errors and Omissions Endorsement:		
$2,000,000 each claim and $2,000,000 in the aggregate Retroactive Date: 01/01/1988	$5,000 Annual Aggregate (Does not apply to Defense Costs)	$6,784.00

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Coverages/Limits	Deductibles	Premium
Employment Practices Coverage Endorsement:		
$100,000 each claim and $300,000 in the aggregate Retroactive Date: 01/01/1988	$5,000 Annual Aggregate (Does not apply to Defense Costs)	$5,936.00
Punitive Damages Endorsement:		
$50,000 each claim and $50,000 in the aggregate Retroactive Date: 01/01/1988	$5,000 Annual Aggregate (Does not apply to Defense Costs)	$848.00
Criminal Defense Endorsement:		
$50,000 each claim and $50,000 in the aggregate Retroactive Date: 01/01/1988	$5,000 Annual Aggregate (Does not apply to Defense Costs)	$1,696.00
Outside Practice of Law Endorsement:		NO COVERAGE
Primary Pro Bono Endorsement:		NO COVERAGE
Additional Insured(s): King County Office of Public Defense		$0.00

Total Premium:		$32,224.00
Taxes:	2.00%	$644.48
Fee/Surcharge:	0.00%	$0.00
KY Muni Tax:	0.00%	$0.00
Total:		$32,868.48

Insurer: Columbia Casualty Company (a member company of the CNA Financial Group)
Your coverage will be provided on an excess and surplus lines basis.

Conditions/Comments: None

Administrator:
NLADA Service Corporation
1140 Connecticut Avenue NW, 9th Floor
Washington, DC 20036
800.725.4513

Kevin Horsted

Kevin Horsted, Vice President

Producer:
Hamilton Dorsey Alston Company
Atlanta, GA 30327

David L. Bridges

David L. Bridges, CIC, Vice President

DIS CITY CLERK

City of Seattle, Department of Executive Administration
Purchasing and Contracting Services Division

Revised 4/11/07

Equal Benefits Compliance Work Sheet (Consultants)

Instructions:

1. Complete the Equal Benefits Compliance Worksheet. The answers that you choose will help you determine the appropriate selection on the Equal Benefits Declaration.
2. Forward the completed Equal Benefits Worksheet and Declaration to the Purchasing and Contracting Services Division (contact information on page two of this document).
3. All contracts awarded by the City may be audited for Equal Benefits Compliance. Non-compliance may result in a rejection of a bid or proposal, or termination of the contract.

Company Information

Name of Company: Northwest Defenders Assoc Contact Person: Eileen Farley
Phone Number: (206) 674-4700 x3100 Fax: (206) 674-4702 E-mail: eileen.farley@nwdefenders.org
Approximate Number of Employees in the U.S.: 52

1. a. Do you have any employees? ☒ YES ☐ NO

   If "YES," continue to Question 1b and 2. If "NO," select Option C on Page 2.

   b. Are any of your employees covered by a collective bargaining agreement or union trust fund? ☒ YES ☐ NO

2. a. Do you make any benefits available to employees? * ☒ YES ☐ NO

   b. Do you make any benefits available to the spouses of employees? * ☒ YES ☐ NO

   c. Do you make any benefits available to the domestic partners of employees? * ☒ YES ☐ NO

   * For question 2, answer "YES" even if the company does not pay for the benefits.

   If the answers to both Questions 2(b) and 2(c) are "NO", select Option B on the attached Declaration.

   If the answer to either Question 2(b) or 2(c) is "YES", continue to Question 3.

3. BENEFITS AVAILABLE

   Please indicate below which benefits you make available. This list is not intended to be exhaustive. Note: Benefits can be available indirectly, e.g. family leave to care for a sick spouse or domestic partner, and the designation of retirement plan beneficiary (joint annuity) to spouse or domestic partner. Check "Yes" for any benefit that is available, whether you pay for the benefit or not. Check "No" if a benefit is not available.

EMPLOYEE BENEFIT	EMPLOYEES	SPOUSES	DOMESTIC PARTNERS
Health Care	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Dental Care	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Vision Care	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
Pension/Retirement	☐ Yes ☑ No	☐ Yes ☐ No	☐ Yes ☐ No
Bereavement Leave	☑ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Family Leave	☑ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Parental Leave	☑ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Employee Assistance Programs	☑ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Relocation and Travel	☐ Yes ☑ No	☐ Yes ☐ No	☐ Yes ☐ No
Consultant discounts, facilities, events	☐ Yes ☑ No	☐ Yes ☐ No	☐ Yes ☐ No
Credit Union	☐ Yes ☑ No	☐ Yes ☐ No	☐ Yes ☐ No
Child Care	☐ Yes ☑ No	☐ Yes ☐ No	☐ Yes ☐ No
Other *(please specify)*:	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Other *(please specify)*:	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

If all of the check boxes in the "Spouses" and "Domestic Partners" columns match, select Option A on Page 2 of this Declaration.
If any of the check boxes in the "Spouses" and "Domestic Partners" columns do not match, please contact the City's Purchasing and Contracting Services Division to see if you qualify under alternative criteria.

DIS CITY CLERK

City of Seattle, Department of Executive Administration
Purchasing and Contracting Services Division

Revised 4/11/07

The City cannot award a contract until you submit the attached Worksheet and this Declaration

I, Eileen Farley (name) on behalf of Northwest Defenders Association (business name)

state that the company complies with Seattle Municipal Code Chapter 20.45 and related rules because it:

Option A
☑ Makes benefits available on an equal basis to its employees with spouses & its employees with domestic partners.

Option B
☐ Does not make benefits available to the spouses or the domestic partners of its employees.

Option C
☐ Has no employees.

Option D
☐ Has received authorization from the City's Purchasing and Contracting Services Division to delay implementation of equal benefits *(Substantial Compliance Authorization attached).*

Option E
☐ Has received authorization from the City's Purchasing and Contracting Services Division to provide a cash equivalent payment to eligible employees, in lieu of making the benefit available *(Reasonable Measures Authorization attached).*

☐ **Statement of Non-Compliance**
state that the Company does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 10th day of March, 2008, at Seattle (City) WA (State)

Signature

Director
Title

Eileen P Farley
Name *(please print)*

91-1892873
Federal Tax Identification Number

1111 Third Ave, Suite 200, Seattle, WA 98101
Address

City of Seattle – Purchasing and Contracting Services Division
700 5th Ave, Suite 4112, PO Box 94687
Seattle, WA 98124-4687

Phone: (206) 684-0430
FAX: (206) 684-4511
E-mail: ContractingServices@seattle.gov

For more information, visit our website: **http://www.seattle.gov/contract/equalbenefits/**

PMS CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

264490 No. 123458-123481

CITY OF SEATTLE,CLERK'S OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCE

was published on

12/15/10

The amount of the fee charged for the foregoing publication is the sum of $ 177.45, which amount has been paid in full.

JENNIFER A. PATZER
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT. 24, 2011
STATE OF WASHINGTON

Subscribed and sworn to before me on

12/15/10

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on November 22, 2010, and published here by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123442

AN ORDINANCE adopting a budget, including a capital improvement program and position modifications, for the City of Seattle for 2011; creating a barrier fund; creating positions exempt from civil service; all by a two-thirds vote of the City Council.

ORDINANCE NO. 123443

AN ORDINANCE relating to the Pacific Place Garage; authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the Downtown Parking Garage Fund; and providing for the repayment thereof.

ORDINANCE NO. 123451

AN ORDINANCE related to probation supervision fees assessed by the Seattle Municipal Court; repealing Ordinance 114809.

ORDINANCE NO. 123454

AN ORDINANCE concerning indigent public defense services; amending Ordinance 122602 to delete a minimum requirement of 1.0 FTE attorney for the third public defense agency representing indigent persons in Seattle Municipal Court.

ORDINANCE NO. 123455

AN ORDINANCE relating to the levy of property taxes; fixing the rates and/or amounts of taxes to be levied, and levying the same upon all taxable property, both real and personal, in the City of Seattle, to finance the departments and activities of City government and to provide for the general obligation bond interest and redemption requirements for the year beginning on the first day of January 2011; ratifying and confirming certain prior acts; and by a vote of a majority plus one of the Seattle City Council, finding a substantial need to use, and providing for the use of, 101% as the regular property tax limit factor.

ORDINANCE NO. 123457

AN ORDINANCE amending Ordinance 123177, which adopted the 2010 Budget, including the 2010-2015 Capital Improvement Program (CIP); lifting a proviso; changing appropriations to various departments and budget control levels, and from various funds in the Budget, all by a 3/4 vote of the City Council.

ORDINANCE NO. 123458

AN ORDINANCE relating to City employment; establishing a 2011 furlough program for certain non-represented employees.

ORDINANCE NO. 123459

AN ORDINANCE relating to the Firefighters' Pension Fund established under RCW 41.16; amending Ordinance 117216 as last amended by Ordinance 122859 to continue the suspension of contributions to the Actuarial Account for an additional two years through 2012.

ORDINANCE NO. 123463

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 123464

AN ORDINANCE relating to City employment; authorizing the Mayor to sign a memorandum of understanding between the City of Seattle and certain unions within the Coalition of City Unions, and authorizing the Mayor to sign a memorandum of understanding between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 Information Technology Professionals Unit; and ratifying and

confirming prior acts.

ORDINANCE NO. 123465

AN ORDINANCE relating to City employment; providing salary increases effective January 5, 2011, January 4, 2012, and January 2, 2013 for certain non-represented City employees and officers; extending eligibility for Project Hire and reinstatement from one year to two years for employees laid off in 2011, 2012, or 2013; and repealing Ordinance 123173.

ORDINANCE NO. 123470

AN ORDINANCE relating to the financing of the Pike Place Market Renovation Project; authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the Pike Place Market Renovation Fund; and providing for the repayment thereof.

ORDINANCE NO. 123475

AN ORDINANCE relating to jail services; authorizing the Mayor to execute an amendment to the extension to the Interlocal Agreement with King County for the Provision of Jail Services, and ratifying certain acts.

ORDINANCE NO. 123476

AN ORDINANCE related to the transfer of the Seattle Youth Commission from the Department of Neighborhoods to the Mayor's Office, amending Chapter 3.67 of the Seattle Municipal Code.

ORDINANCE NO. 123481

AN ORDINANCE relating to the Joint Training Facility Project; amending Ordinance 121179, as last amended by Ordinance 122854, to extend the term of an interfund loan.

Date of publication in the Seattle Daily Journal of Commerce, December 15, 2010.

12/15(264490)

Linda Taylor-Manning
CJCS Amend Public Defense Contract ORD
October 13, 2010
Version #4

ORDINANCE _____

AN ORDINANCE concerning indigent public defense services; amending Ordinance 122602 to delete a minimum requirement of 1.0 FTE attorney for the third public defense agency representing indigent persons in Seattle Municipal Court.

WHEREAS, it is a constitutional requirement, a requirement of Chapter 10.101 RCW and a public purpose that each person charged with a crime punishable by incarceration or involved in certain other proceedings that may result in loss of liberty or loss of fundamental rights, be provided with effective legal representation in order to ensure equal justice under law without regard to ability to pay; and

WHEREAS, effective legal representation should be provided consistent with the constitutional requirements of fairness, equal protection, and due process in all cases where the right to counsel attaches; and

WHEREAS, it is the intention of The City of Seattle (City), consistent with Chapter 10.101 RCW and other applicable law, to make such services available in an efficient manner that provides effective representation at reasonable cost to the City; and

WHEREAS, the provision of indigent public defense services by nonprofit service providers helps ensure a client focus by those entrusted with representing indigent persons; and

WHEREAS, the City Council and Mayor desire Seattle's public defense program to be representative of the community it serves; and

WHEREAS, the City is guided by the standards referenced in Chapter 10.101 RCW and the Washington State Bar Association Standards for Public Defense Services (2007); and

WHEREAS, the Seattle City Council adopted Resolution 27696 on September 28, 1987, adopting a framework and schedule for implementing recommendations contained in the 1987 Public Defender Salary and Caseload Review conducted by City Council staff, which report led to a 1989 City Council Budget Intent Statement establishing a 380 case per-attorney, per-year limit, and conditions leading to those recommendation have not materially changed; and

WHEREAS, the City Council adopted Ordinance 122602 on December 17, 2007, establishing a process for selecting indigent public defense providers; creating a Request for Proposal (RFP) review panel; setting out standards for those indigent public defense services; establishing contractual requirements for agreements between the City and public defense

THIS VERSION IS NOT ADOPTED

CITY CLERK

service providers; requesting that the Seattle City Auditor audit compliance; and repealing Ordinance 122493 and Ordinance 121501; and

WHEREAS, the Executive has complied with the directives established in Ordinance 122602; and

WHEREAS, pursuant to Ordinance 122724 the Director of Executive Administration executed three-year contract with three nonprofit corporations, the Associated Counsel for the Accused (ACA), and the Defender Association (TDA), and Northwest Defender Association (NDA), to provide indigent public defense services for the period of July 1, 2008 through June 30, 2011; and

WHEREAS, the City Budget Office (CBO) has managed and annually audited the three public defense contracts, insuring agency contract compliance and the efficient use of City resources; and

WHEREAS, the CBO review of agency caseload has shown the third agency, NDA, to be significantly under the caseload limit of 380 assigned cases per attorney, per year limit;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 9(a) of Ordinance 122602 is amended to eliminate the requirement that the contract with the third public defense provider requires a minimum of one full-time equivalent attorney assigned to Seattle Municipal Court, as follows:

a. The contract with the primary provider shall require that a minimum of fifteen full-time equivalent attorneys be assigned to Seattle Municipal Court. The contract with the secondary provider shall require that a minimum of seven full-time equivalent attorneys be assigned to Seattle Municipal Court. ((~~The contract with the third provider shall require that a minimum of one full-time equivalent attorney be assigned to Seattle Municipal Court~~.))

THIS VERSION IS NOT ADOPTED

2010 CITY CLERK

Section 2. This ordinance shall take effect and be in force 30 days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2010, and signed by me in open session in authentication of its passage this _____ day of _____, 2010.

_____
President _____of the City Council

Approved by me this ____ day of _____, 2010.

_____
Michael McGinn, Mayor

Filed by me this ____ day of _____, 2010.

_____
City Clerk

(Seal)

THIS VERSION IS NOT ADOPTED

SEAL CITY CLERK